



VEHICLE PARTICIPATION AGREEMENT

DATED THIS DAY OF, 2026

VEHICLE PARTICIPATION AGREEMENT

-BETWEEN-

TWEGGO NETWORKS LIMITED

-AND-

CAR OWNER

IN RESPECT OF:

**TWEGGO'S DIGITAL PEER-TO-PEER CAR-SHARING PLATFORM,
ENABLING THIRD PARTIES TO HIRE THE VEHICLE.**

DRAWN BY

TWEGGO NETWORKS LIMITED

P.O. Box 103403-00101,

Nairobi – KE.

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This Vehicle Participation Agreement ("**Agreement**") is entered into and made effective as of day of, **2026** by and;

-BETWEEN-

Tweggo Networks Limited (Tweggo), a private limited liability company incorporated under the laws of the Republic of Kenya, with its principal place of business located at Lavington, Nairobi and of P. O. Box, 103403-00101, Nairobi, **KENYA** (hereinafter referred to as the "**Client**");

-AND-

Car Hosts (hereinafter referred to as the "**Car-Owner**" which expression shall where the context so admit include his personal representatives and assigns) of the other part;

WHEREAS:

- A.** The Tweggo Network Limited provides a platform for digital peer-to-peer car sharing platform where users can rent or list vehicles via a mobile app, being Tweggo App, and enabling third parties to hire the vehicle(s);
- B.** Tweggo Network Limited ensures a seamless secure and contactless rental experience;
- C.** The car owner is interested in renting and listing their vehicles on the Tweggo Network Limited platform in the terms and conditions herein; and
- D.** Tweggo agrees to provide the Platform, management services, and related support, subject to the terms herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. VEHICLE ELIGIBILITY

1.1 The Car Owner represents and warrants that:

- (a) They are the legal and beneficial owner of the vehicle(s) listed, or are duly authorized to enter into this Agreement;
- (b) The vehicle(s) are duly registered in Kenya, roadworthy, insured, and compliant with all statutory and regulatory requirements;
- (c) The vehicle(s) are not subject to any encumbrance, lien, or financing arrangement that prohibits their listing on the Platform.

1.2 Tweggo reserves the right to inspect and approve any vehicle before listing.

2. TERM

This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with Clause 11 herein.

3. OBLIGATIONS OF THE CAR OWNER

The Car Owner shall:

- (a) Ensure the vehicle is maintained in good condition and roadworthy at all times.
- (b) Maintain a valid comprehensive insurance policy as directed by Tweggo or its appointed insurance broker/partner.
- (c) Authorize Tweggo to facilitate bookings, collect rental fees, and manage vehicle interactions on their behalf.
- (d) Promptly report any accidents, damages, theft, or incidents involving the vehicle while under a Tweggo booking.
- (e) Indemnify and hold harmless Tweggo against any losses, damages, fines, or liabilities arising from breach of the Car Owner's obligations or misrepresentations.

4. OBLIGATIONS OF TWEGGO

Tweggo shall:

- (a) Provide and operate the Platform for booking and rental of vehicles.
- (b) Market and promote vehicles listed by Car Owners.
- (c) Collect rental payments from renters and remit Car Owner's share, subject to applicable deductions (see Clause 5).
- (d) Facilitate insurance coverage during active bookings as agreed with its insurance partner(s).
- (e) Provide support to resolve disputes between Car Owners and Tweggo in good faith.

5. FEES AND REVENUE SHARING

5.1 Tweggo shall collect Rental Fees from renters.

5.2 Tweggo shall deduct:

- (a) A service fee of **18%** of gross rental income;
- (b) Insurance, administrative, and applicable statutory deductions;
- (c) Any penalties or charges arising from misuse.

5.3 The balance shall be remitted to the Car Owner's nominated bank account or mobile wallet.

5.4 All settlements to the car owner shall be done weekly (every **7** days) and accompanied by an account statement sent to the car owner's designated email address.

6. INSURANCE AND LIABILITY

6.1 The Car Owner shall maintain private comprehensive motor insurance as a prerequisite for listing the vehicle.

6.2 Tweggo, through its insurance partner(s), may provide supplemental coverage during active bookings.

6.3 Tweggo shall not be liable for:

- (a) Any loss or damage to the vehicle outside active booking periods;
- (b) Normal wear and tear, depreciation, or maintenance costs;
- (c) Losses arising from fraud, misrepresentation, or negligence by the Car Owner.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents that it has the full authority to enter into this Agreement and perform its obligations hereunder.

8. INDEMNITY

The Car Owner shall indemnify, defend, and hold harmless Tweggo, its directors, employees, and affiliates against any claims, liabilities, losses, or expenses arising out of or in connection with:

- (a) Ownership, condition, or operation of the vehicle;
- (b) Misuse, false representation, or breach of this Agreement by the Car Owner;
- (c) Any third-party claims relating to the vehicle.

9. DATA PROTECTION

The Parties shall comply with the Data Protection Act, 2019 (Kenya). Car Owner consents to Tweggo processing their personal and vehicle data for purposes of managing the Platform.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Tweggo's liability under this Agreement shall be limited to the total service fees earned by Tweggo in the three (3) months preceding the event giving rise to the claim.

11. TERMINATION

11.1 Either Party may terminate this Agreement by giving thirty (30) days written notice;

11.2 Tweggo may terminate immediately upon breach by the Car Owner;

11.3 Upon termination, the Car Owner's vehicles shall be delisted, but obligations accrued prior to termination shall survive.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of Kenya;

12.2 In the event of any dispute, controversy, or claim arising out of or in relation to this Agreement, the Parties shall first seek to resolve the matter amicably through good faith negotiations;

12.3 Any dispute concerning the interpretation or application of this agreement shall be settled through negotiations and conciliation;

12.4 If no amicable solution is reached, any aggrieved party shall refer the matter to a tribunal of arbitrators that shall be constituted and operate as provided for by the Arbitration laws of Kenya. Any dispute herein shall be referred to arbitration in Nairobi under the Rules of the Chartered Institute of Arbitrators (Kenya Branch). The decision of the Arbitrator shall be final and binding.

12.5 The entire edifice of dispute resolution in this agreement **SHALL** strictly follow the procedure under **Annex D** of this Agreement.

ANNEX A – VEHICLE DETAILS FORM (FILLED DIGITALLY ON TWEGGO SITE)

- (i.) Vehicle Registration Number:.....
- (ii.) Make / Model:
- (iii.) Year of Manufacture:
- (iv.) Chassis / VIN Number:
- (v.) Engine Number:
- (vi.) Fuel Type:
- (vii.) Transmission: **Manual** **Automatic**
- (viii.) Current Mileage (KM):
- (ix.) Vehicle Color:
- (x.) Special Features / Accessories:
- (xi.) Service & Maintenance Record: **Attached**
- (xii.) Logbook Copy: **Attached**

Car Owner Declaration: I hereby declare that the above vehicle information is true and accurate, and that I am the legal owner/authorized user of the vehicle.

Witnessed & Approved by:

For and on Behalf of Tweggo Networks Limited

ANNEX B – INSURANCE CERTIFICATE COPY

Car Owner shall attach:

- (a) Copy of the valid motor vehicle insurance certificate (comprehensive/private insurance).
- (b) Any supplemental insurance cover as required by Tweggo or its insurance partner(s).

ANNEX C – FEE SCHEDULE

1. Rental Fees:

- (i.) Determined by Tweggo's published car category rates (subject to periodic review).
- (ii.) Car Owner may suggest a preferred rate, but the final listing price shall be approved by Tweggo.

2. Tweggo Service Fee:

- (i.) **18%** of gross rental income per booking (exclusive of payment gateway fees and **2%** administrative costs).

3. Insurance Contribution (if applicable):

- (i.) Amount/percentage per booking as agreed with Tweggo's insurance partner.

4. Additional Charges (deducted before payout):

- (i.) Fuel charge (if renter returns vehicle with less fuel).
- (ii.) Car wash/cleaning fee (if vehicle is returned in noticeably dirty condition).
- (iii.) Late return penalties (hourly/daily rates as per Car Rental Policy).
- (iv.) Damage or loss charges (assessed based on insurance excess and Car Owner liability).

5. Payment Terms:

- (i.) All trip payments shall be settled to the car owners' nominated bank account or mobile wallet instantly and should reflect within two (2) days upon the successful completion of the trip as per terms of service of our partner payment gateway.

ANNEX D – DISPUTE RESOLUTION POLICY

TWEGGO NETWORKS LIMITED DISPUTE RESOLUTION POLICY

Tweggo Networks Limited (“Tweggo”) is committed to fostering transparent, fair, and efficient resolution of disputes that may arise from participation in the Tweggo digital peer-to-peer car-sharing platform. This Policy sets out the procedures, mechanisms, and principles governing the resolution of any disagreement, complaint, or claim between Tweggo, Car Owners, Renters, or any third parties acting under the Vehicle Participation Agreement (“Agreement”).

1. POLICY STATEMENT

This Policy outlines the framework for resolving disputes efficiently, fairly, and in compliance with Kenyan law. It complements Clause 12 of the Vehicle Participation Agreement and provides procedural clarity for implementation.

2. OBJECTIVES

- (a) Ensure disputes are resolved promptly, fairly, and cost-effectively;
- (b) Encourage amicable resolution through negotiation and mediation before escalation;
- (c) Promote trust and accountability among all platform participants; and
- (d) Provide clear guidance on the steps, timelines, and authorities involved in dispute handling.

3. SCOPE

This Policy applies to all disputes, complaints, or claims arising out of or relating to:

- (a) The Vehicle Participation Agreement;
- (b) Use or operation of the Tweggo digital platform;
- (c) Car listing, rental, insurance, payment, or settlement processes;
- (d) Alleged breaches of contractual or statutory obligations between Tweggo and the Car Owner.

4. PRINCIPLES OF DISPUTE RESOLUTION

Tweggo and all parties agree to adhere to the following guiding principles:

- (a) **Good Faith:** Parties shall make genuine efforts to resolve disputes amicably;
- (b) **Confidentiality:** All proceedings and communications shall remain confidential;
- (c) **Neutrality and Fairness:** Resolutions shall be based on merit, evidence, and applicable law.

- (d) **Timeliness:** Disputes shall be handled within reasonable timeframes to prevent undue delay;
- (e) **Finality:** Arbitration decisions shall be final and binding unless otherwise set aside by law.

5. DISPUTE RESOLUTION STAGES

Stage 1: Internal Resolution (Negotiation)

- (a) Any party alleging a dispute shall first submit a written notice of dispute to the other party within seven (7) days of becoming aware of the issue.
- (b) The notice shall outline the nature of the dispute, relevant facts, and proposed remedies.
- (c) The Parties shall meet within fourteen (14) days to negotiate in good faith.
- (d) If resolved, the Parties shall sign a Settlement Record that shall be binding.

Stage 2: Mediation

- (a) If negotiation fails, either party may request mediation within seven (7) days;
- (b) Mediation shall be conducted by a neutral mediator agreed upon or appointed by the Chartered Institute of Arbitrators (Kenya Branch);
- (c) Mediation shall be concluded within thirty (30) days unless extended by consent;
- (d) Any settlement reached shall be recorded in writing and signed by both parties.

Stage 3: Arbitration

- (a) If mediation fails, the dispute shall be referred to arbitration in Nairobi under the Arbitration Act (Cap 49, Laws of Kenya) and the Rules of the Chartered Institute of Arbitrators (Kenya Branch);
- (b) The arbitral tribunal shall consist of one (1) arbitrator;
- (c) The language of arbitration shall be English;
- (d) The arbitrator's award shall be final and binding;
- (e) The costs of arbitration shall be shared equally unless otherwise agreed.

6. EMERGENCY OR INTERIM RELIEF

Nothing in this Policy prevents either Party from seeking urgent interim relief (such as an injunction or preservation order) from a court of competent jurisdiction in Kenya, pending the outcome of negotiation, mediation, or arbitration.

7. RECORD-KEEPING

Tweggo shall maintain a confidential Dispute Register documenting: the date of complaint, summary of issue, steps taken, outcome, and follow-up actions. Records shall be securely stored for a minimum of five (5) years.

8. TIME LIMITATION

All disputes must be raised within twelve (12) months from the date the cause of action arose unless special circumstances are demonstrated.

9. GOVERNING LAW

All dispute resolution processes shall be governed by and construed in accordance with the laws of the Republic of Kenya, including:

- (a) The Arbitration Act, Cap 49;
- (b) The Civil Procedure Act, Cap 21;
- (c) The Data Protection Act, 2019; and
- (d) Any other law as may be appropriate and or as amended from time to time.

10. POLICY REVIEW

This Policy shall be reviewed annually or as necessary to reflect changes in legal, operational, or regulatory frameworks.

11. EFFECTIVE DATE

This Policy takes effect upon execution of the Vehicle Participation Agreement and forms an integral part thereof digitally and agreeing to all other Terms of Use and Policies.